CALTRANS STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION BID FOR

CONSTRUCTION ON STATE HIGHWAY IN
TRINITY COUNTY AT AND NEAR BIG BAR FROM 1.4 MILES EAST OF LITTLE FRENCH CREEK
TO 0.4 MILE EAST OF MANZANITA CREEK BRIDGE
In District 02 on Route 299

UNDER

Notice to Bidders and Special Provisions dated November 6, 2017 Project plans approved October 6, 2017 Standard Specifications dated 2015 Standard Plans dated 2015

Identified by

Contract No. 02-3H1604

02-Tri-299-25.7/29.4

Project ID 0217000065

Bids open Thursday, December 7, 2017

Dated November 6, 2017

AADD

Contract No.: 02-3H1604 Project ID: 0217000065

Bidder Name: Tullis, Inc.

Bidder ID: VC0000018628

BID TO THE DEPARTMENT OF TRANSPORTATION

DES-OE-0102.1

Name of Bidder Tullis, Inc. Bidder ID VC0000018628 Business Street Address P.O. Box 493416 (Include even if P.O. Box is used) Business P.O. Box 16951 Clear Creek Road City, State, Zip Redding, Ca, 96001/96049 Telephone No. 530-241-5105

Fax No. 530241-5570

Contractor License No.295418

California Department of Industrial Relations Registration number 1000002402 Checksum 227BD85A

1. Bidder agrees, if this bid is accepted, to enter into a contract with the Department, in the form included in the Standard Specifications, to perform the work provided in the Contract under the terms of the Contract for the price or prices bid.

For a lump sum or unit price based bid, Bidder additionally agrees to perform the work within the number of working days shown on the Notice to Bidders.

For a cost plus time based bid on a contract without a plant establishment or permanent erosion control establishment period, Bidder additionally agrees to perform the work within the number of working days bid.

For a cost plus time based bid on a contract with a plant establishment or permanent erosion control establishment period, Bidder additionally agrees to perform the non-establishment work within the number of working days bid for non-establishment work.

- 2.1. If a discrepancy between the unit price and the item total exists, the unit price prevails except:
 - 2.1.1. If the unit price is illegible, omitted, or the same as the item total, the item total prevails and the unit price is the quotient of the item total and the quantity.
 - 2.1.2. If a decimal error is apparent in the product of the unit price and the quantity, the Department will use either the unit price or item total based on the closest by percentage to the unit price or item total in the Department's Final Estimate.
 - 2.2. If the unit price and the item total are illegible or are omitted, tha bid may be determined nonresponsive. If a lump sum total price is illegible or is omitted, the bid may be determined nonresponsive.
 - 2.3. Bids on lump sum items are item totals. If a unit price for a lump sum item is entered and it differs from the item total, the item total prevails.
 - 2.4. Entries are to be expressed in dollars or decimal fractions of a dollar. Symbols such as commas and dollar signs are ignored and have no significance in establishing unit price or item total.

- 2.5. Unit prices and item totals are interpreted by the number of digits and decimal placement. Do not round item totals or the total bid.
 - 2.6. For a lump sum based bid, the item total is the bid amount the Department uses for bid comparison.

For a unit price based bid, the sum of the item totals is the bid amount the Department uses for bid comparison.

For a cost plus time based bid, the sum of the item totals and the total bid for time is the bid amount the Department uses for bid comparison.

- 2.7. The Department's decision on the bid amount is final.
- 3. Bidder has and acknowledges the following addenda:0
 - 4. Bidder submits this bid with one of the following forms of bidder's security equal to at least 10 percent of the bid, including any additive items: Electronic Bidder's Bond
- 5. Bidder's signature is an affirmation of the included certifications. Bidder is cautioned that making a false certification may result in one or more of the following:
 - 5.1. Criminal prosecution
 - 5.2. Rejection of the bid
 - 5.3. Rescission of the award
 - 5.4. Termination of the Contract

PRINTED NAME:Lyle Tullis AND
TITLE OF PERSON SIGNING:President, Secretary, Tresurer, Manager

BY (Authorized signature)

DATE SIGNED (Do not type)

Contract No.: 02-3H1604 Project ID: 0217000065 Bidder Name: Tullis, Inc.

Bidder ID: VC0000018628

brader	Name: Tu.	Ilis, Inc.			В1	Lader ID:	VC0000018628
Item No.	 Item Code	 Item Description	1	t of		Price	 Item Total
1	070030 PLAN	LEAD COMPLIANCE	 LS	LUMP SUM	LUMP	SUM	2,100.00
2	120090 AREA SIG	CONSTRUCTION	 LS	LUMP SUM	LUMP	SUM	1,995.0
3	120100 SYSTEM	TRAFFIC CONTROL		LUMP SUM	LUMP	SUM	70,000.0
4		TEMPORARY I MARKING (TAPE)	 SQF			14.00	1,540.0
5		PORTABLE BLE MESSAGE SIGN	 LS	LUMP SUM	LUMP	SUM	4,000.0
6	130100 MANAGEMI	JOB SITE ENT	 LS	LUMP SUM	LUMP	SUM	2,000.0
7		PREPARE WATER ON CONTROL	 LS	LUMP SUM	LUMP	SUM	750.0
8	141120 WASTE	TREATED WOOD	 LB	13,400.0		0.06	804.0
9	190185 	SHOULDER BACKING	 TON	2,760.0		34.00	93,840.0
10		PREPAVING L PROFILER	 LS	LUMP SUM	LUMP	SUM	2,250.00
11	390020 GRINDING	PREPAVING G DAY	I I I EA	5.0 	1	.0,000.00	50,000.00
12		REPLACE ASPHALT E SURFACING	 CY	240.0		460.00	110,400.0

Contract No.: 02-3H1604 Project ID: 0217000065 Bidder Name: Tullis, Inc.

Bidder ID: VC0000018628

Brader	Name: Tullis, Inc.		Bidder ID:	VC0000018628
Item No.		Estimated Quantity Unit of Measure		Item Total
13	390132 HOT MIX ASPHALT (TYPE A) 	8,200.0	110.00	902,000.0
14	394060 DATA CORE	LUMP SUM	LUMP SUM	1,000.0
15	394090 PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	48.0 SQYD	10.00	480.0
16	397005 TACK COAT 	20.0	600.00	12,000.0
17	398200 COLD PLANE ASPHALT CONCRETE PAVEMENT	1,930.0 SQYD	6.80	13,124.0
18	810250 PAVEMENT MARKER (RETROREFLECTIVE-RECESS		9.25	14,245.0
19	820151 OBJECT MARKER (TYPE L-1) 	4.0 EA	40.00	160.0
20	832006 MIDWEST GUARDRAIL SYSTEM (STEEL POST)		26.00 	18,720.0
21	832016 MIDWEST GUARDRAIL SYSTEM (7'	25.0 LF	50.00 	1,250.0
22	839585 ALTERNATIVE FLARED TERMINAL SYSTEM 	4.0 EA	2,700.00	10,800.0
23	839752 REMOVE GUARDRAI 	L 900.0	2.50 	2,250.0
24	839763 RECONSTRUCT THRIE BEAM BARRIER 	190.0 LF	27.00 27.00	5,130.0

Contract No.: 02-3H1604 Project ID: 0217000065 Bidder Name: Tullis, Inc. Bidder ID: VC0000018628

Item No.		Estimated Quantity Unit of Measure	Unit Price 	Item Total
25	034157 MODIFIED THRIE BEAM CONNECTION	2.0 EA	3,000.00	6,000.00
26	840515 THERMOPLASTIC PAVEMENT MARKING 	200.0 SQFT	17.00	3,400.00
27	840560 THERMOPLASTIC TRAFFIC STRIPE (SPRAYABLE)		0.46	26,956.00
28	846035 REMOVE THERMOPLASTIC PAVEMENT MARKING	200.0 SQFT	12.50	2,500.00
	Total Bid			\$1,359,694.00

Contract No. 02-3H1604

Bidder Name: Tullis, Inc. Bidder ID: VC0000018628

DES-OE-0102.2C (REV 03/2015)

Bidding Firm: Tullis, Inc.

List this sub? Yes

1) Business Name Apex Fence Co. Location City Anderson State CA California Contractor License Number 269127 Public Works Contractor Registration Number 1000007379 Portion of Work Subcontracted:

22 100

Description

List this sub? Yes

2) Business Name Apex Fence Co. Location City Anderson State CA California Contractor License Number 269127 Public Works Contractor Registration Number 1000007379 Portion of Work Subcontracted:

Item % 23 100 24 100 25 100

Description

List this sub? Yes

3) Business Name Apply-A-Line Location City Anderson State CA California Contractor License Number 1031889 Public Works Contractor Registration Number 1000053259 Portion of Work Subcontracted:

Description 1 62 Lead Plan (Stripe Removal) 4 100 18 100 26 100 27 100

Bidder Name: Tullis, Inc. Bidder ID: VC0000018628

DES-OE-0102.2C (REV 03/2015)

Bidding Firm: Tullis, Inc.

List this sub? Yes

4) Business Name Apply-A-Line Location City Anderson State CA California Contractor License Number 1031889 Public Works Contractor Registration Number 1000053259 Portion of Work Subcontracted:

Item % 28 100 Description

List this sub? Yes

5) Business Name Darren Taylor Construction Location City Anderson State CA California Contractor License Number 903262 Public Works Contractor Registration Number 1000005101 Portion of Work Subcontracted:

Item % Description 9 100 12 52 Cut/Load/Sweep/Offhaul E. AC & Place HMA

List this sub? Yes

6) Business Name Pavement Recycling Systems, Inc. Location City Woodland State CA California Contractor License Number 569352 Public Works Contractor Registration Number 1000003363 Portion of Work Subcontracted:

Description 11 55 Operated Profile Diamond Grider & Tanker

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Bidder Name: Tullis, Inc. Bidder ID: VC0000018628

REQUEST FOR SMALL BUSINESS PREFERENCE OR NON-SMALL BUSINESS PREFERENCE

DES-OE-0102.7 (REV 02/2010)

COMPLETE ONE OF THE FOLLOWING:

*Small Business Preference

The undersigned small business preference and certifies, under penalty of perjury, that the firm meets the requirements of 2 CA Code of Regs • 1896 et seq. and is certified as a small business at the time and day of bid opening or has submitted a complete application to the Department of General Services (DGS) and is subsequently certified. The complete application and any required substantiating documentation must be received by DGS by 5:00 p.m. on bid opening date.

Small Business Certification (Reference) Number:

Date: Signature:______

*Non-Small Business Preference

The undersigned requests non-small business preference and notifies the Department on the Certified Small Business Listing for the Non-Small Business Preference form that it commits to subcontract at least 25 percent of its bid amount with one or more firms that meets the requirements of 2 CA Code of Regs • 1896 et seq. and the firms are certified as small businesses at the time and day of bid opening or have submitted a complete application and are subsequently certified by the Department of General Services (DGS). The complete application and any required substantiating documentation must be received by DGS by 5:00 p.m. on bid opening date. List these firms on the Certified Small Business Listing for the Non-Small Business Preference form.

Date: 12/07/17 Signature:_____

Bidder Name: Tullis, Inc. CALIFORNIA COMPANY PREFERENCE DES-OE-102.9 (REV 11/2008) Bidder ID: VC0000018628

This form must be completed by all bidders. Failure of a non-California company to fill out and sign this form may be cause for rejection of its bid. Eligibility for a reciprocal preference for a California company is waived if the California company fails to complete and sign this form under penalty of perjury.

The undersigned certifies that it is a "California company" as defined in Pub Cont Code ♦ 6107 and meets one of the following (enter requested information):

1. I am a California company which has its principal place of business in California.

or

2. I a California company which has its principal place of business in a state in which there is no local contractor preference on construction contracts.

Name of State:

or

3. I a California company which has its principal place of business in a state in which there is a local contractor preference and my company has paid not less than \$5,000 in sales or use taxes to California for construction related activity for each of the 5 years immediately preceding the submission of the bid.

Name of State:

California Sales or Use Tax No.:

or

The undersigned certifies that it is not a "California company."

4. I a California company.

My principal place of business is in:

(Enter state or country)

Describe any and all bid preferences provided to your company by the state or country in which your company has its principal place of business. (Attach additional sheets if necessary.)

Describe:

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATE	Signature	of	Bidder

OPT OUT OF PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS
DES-OE-0102.12A (REV. 8/2012)

To opt out of payment adjustments for price index fluctuations as specified, complete this form.

I opt out of the payment adjustments for price index fluctuations.

Enter Date and Name to opt out of payment adjustments for price index fluctuations.

Date: Bidder's Name:

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION
Contract No.: 02-3H1604 Project ID: 0217000065

Bidder Name: Tullis, Inc.

Bidder ID: VC0000018628

Contract No.: 02-3H1604 Project ID: 0217000065

Bidder Name: Tullis, Inc. Bidder ID: VC0000018628

UNDOCUMENTED ALIENS EMPLOYMENT

Under Pub Cont Code ♦ 6101, the Bidder certifies compliance with state and federal law respecting the employment of undocumented aliens.

NONCOLLUSION

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

Under PCC 7106 and 23 USC 112, the bidder declares as follows:

State of CA County of Shasta

Name: Lyle Tullis,

being first duly sworn, deposes and says that he or she is

President, Secretary, Tresurer, Manager of

Tullis, Inc.

the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

CHILD SUPPORT COMPLIANCE ACT

Under Pub Cont Code ♦ 7110, the contractor acknowledges that:

- The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- 2. The contractor to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department.

Contract No.: 02-3H1604 Project ID: 0217000065

Bidder Name: Tullis, Inc. Bidder ID: VC0000018628

NATIONAL LABOR RELATIONS BOARD

Under Pub Cont Code • 10232, the contractor, swears under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the contractor within the immediately preceding two year period because of the contractor's failure to comply with an order of a federal court which orders the contractor to comply with an order of the National Labor Relations Board.

VIOLATION OF LAW OR A SAFETY REGULATION

Under Pub Cont Code ♦ 10162, the Bidder must complete, under penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation? No

If the answer is yes, explain the circumstances in the following space.

ANTITRUST LAW

Under Pub Con Code • 10285.1, the Bidder declares under penalty of perjury under the laws of the State of California that the Bidder Has Not been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Pub Cont Code • 1101, with any public entity, as defined in Pub Cont Code • 1100, including the Regents of the University of California or the Trustees of the California State University. The term "Bidder" includes any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

If the Bidder has been convicted of an offense within the past 3 years, provide the conviction details including the date and ultimate resolution of each conviction in the space below.

PERMITS, LICENSES, AGREEMENTS, CERTIFICATIONS, AND RAILROAD RELATIONS AND INSURANCE REQUIREMENTS

Bidder acknowledges that permits, licenses, agreements, certifications, and the requirements in the document titled "Railroad Relations and Insurance Requirements" are components of the Contract under section 5-1.02 of the Standard Specifications.

Contract No. 02 201604 Page 14

Bidder Name: Tullis, Inc. Bidder ID: VC0000018628

BIDDER RESPONSIBILITY QUESTIONNAIRE

Failure to truthfully answer the following questions will result in a finding that the bid is nonresponsive. The Bidder must complete, under penalty of perjury, the following questionnaire:

- 1. Within the past 10 years, has the Bidder been found to be a nonresponsible bidder by any public entity, including federal, State, local, or regional entities?

 No
- 2. Within the past 10 years, have any of the Bidder's officers or employees with a proprietary interest in the Bidder been determined to be a nonresponsible bidder by a public entity, including federal, State, local or regional entities?

 No
- 3. Is there any officer or employee of the Bidder who now has or has had any proprietary interest in another company that bid or bids on public works projects whose company has been determined to be a nonresponsible bidder by any public entity, including federal, State, local, or regional entities?
- 4. If the answer to any of the 3 preceding questions is yes, disclose all pertinent details of the determination of nonresponsibility, including:
- 4.1. Date of each nonresponsibility determination
- 4.2. Name of each public agency issuing the nonresponsibility determination and a contact person at that agency who would have information about the determination
- 4.3. Contract number for each nonresponsibility determination

END CERTIFICATIONS

BVN No. FT3U-RHWJ-E25W-S7BN STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION Contract No. 02-3H1604 **BIDDER'S BOND** Bond No. Bid Bond DES-OE-0102.3 (REV 08/2016) We Tullis, Inc. as Principal, and P.O. Box 493416, Redding, CA 96049 Travelers Casualty and Surety Company of America as Surety are bound unto the State of California, Department of Transportation, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally, THE CONDITION OF THIS OBLIGATION IS SUCH, THAT: WHEREAS, the Principal is submitting a bid to the Obligee, for construction on state highway in Trinity County at and near Big Bar from 1.4

(Copy here the exect description of work, including localion, as it appears on the proposal) miles East of Little French Creek to 0.4 mile East of Manzanita Creek Bridge for which bids are to be opened at Sacramento, CA (Insert place where bids will be opened) on December 7, 2017
(Insert date of bid opening) NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance (if specified in the contract) of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force. In the event a suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court. November 20 , 2017 . Dated: 100 California St. Tullis, Inc. Principal San Francisco, CA 94111 Travelers Casualty and Surety Company of America Address of Surety (for correspondence of By See Attached Digital Signature Betty L. Tolentino Attorney-in-Fact CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. State of California County of _____ N/A - Electronic Bid Bond before me, Here Insert Name and Title of the Officer personally appeared Name(s) of Signer(s) who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Signature

WITNESS my hand and official seal.

Signature of Notary Public

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

(SEAL)



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company Travelers Casualty and Surety Company Travelers Casualty and Surety Company of America United States Fidelity and Guaranty Company

Surety Bond No. Bid Bond

OR

Project Description: construction on state highway in Trinity County at and near Big Bar from 1.4 miles East of Little French Creek to 0.4 mile East of Manzanita Creek Bridge

Principal: Tullis, Inc.

Obligee: California Department of Transportation

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Betty L. Tolentino of the City of San Francisco , State of CA , their true and lawful Attorney-in-Fact, to sign, execute, seal and acknowledge the surety bond(s) referenced above.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 24th day of June, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company Travelers Casualty and Surety Company Travelers Casualty and Surety Company of America United States Fidelity and Guaranty Company



















State of Connecticut

City of Hartford ss.

By:

Robert L. Raney, Senior Vice President

On this the 24th day of June, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021.



Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Guardian Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filled in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Senior Vice President, any Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of November 2017

Kevin E. Hughes, Assistant Secretary

Keir & Fleger



















To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

Status Name Issuer Valid From Valid To Local Signing Time
Signature Valid Betty L Tolentino TrustID CA A1 2/7/2017 10:32:27 4/12/2018 10:32:27 November 20, 2017
AM AM 13:29:40

Contract No. 02-3H1604
Bond No
We
as Principal, and
as Surety are bound unto the State of California, Department of Transportation, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally, THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:
WHEREAS, the Principal is submitting a bid to the Obligee, for
CONSTRUCTION ON STATE HIGHWAY IN TRINITY COUNTY AT AND NEAR BIG BAR FROM 1.4 MILES EAST OF LITTLE FRENCH CREEK TO 0.4 MILE EAST OF MANZANITA CREEK BRIDGE In District 02 on Route 299
for which bids are to be opened at 1727 30th Street, Sacramento CA 95816 on $12-07-17$.
NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance (if specified in the contract) of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.
In the event a suit is brought upon this bond by the Obligee and judgement is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.
Dated:, 20
Principal:
Surety:
Address of Surety:
(for correspondence or claims)
Ву
Attorney-in-Fact

DES-OE 0102.3 (REV 4/2016)

BIDDER'S BOND

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
State of California
County of
On this before me,
Date Here insert Name and Title of the Officer
personally appeared
Name(s) of Signer(s)
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal
SIGNATURE
Signature of Notary Public
(SEAL)
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